

GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD

AMERICAN FEDERATION OF)
GOVERNMENT EMPLOYEES, LOCAL 383)
450 H Street, N.W.)
Room 411)
Washington, DC 20001)
(202) 682-1118,)
Complainant)
and)
DC DEPARTMENT OF MENTAL HEALTH,)
COMMUNITY SERVICES AGENCY,)
35 K Street, N.E., 3rd Floor)
Washington, DC 20002)
(202) 442-4100,)
Respondent.)

PERB Case No. 02-V-16

UNFAIR LABOR PRACTICE COMPLAINT

Complainant American Federation of Government Employees, Local 383 ("the Union") charges the DC Department of Mental Health, Community Services Agency ("CSA") with continuing unfair labor practices, as follows:

1. The Union holds a joint certification as the exclusive collective bargaining representative of mental health services bargaining unit employees at CSA.

2. CSA is an agency of the District and is subject to the jurisdiction of the Public Employee Relations Board in accordance with D.C. Code § 1-602.1.

3. The Union has a collective bargaining agreement with which has continued without amendment since September 30, 1995, and which is attached as Attachment A to the filed original of this

complaint.

4. On or about March 14, 2002, representatives of CSA met with Johnnie Walker, President of the Union, along with representatives of other unions who represent employees at CSA.

5. At this March 14, 2002, meeting, CSA announced unilateral changes it was making to mandatory subjects of bargaining including, but not limited to, employee work hours and shift schedules and the use of personal and government vehicles to perform work duties. CSA announced that these changes would become effective in two (2) weeks.

6. CSA did not give the Union advance notice or the opportunity to bargain over its unilateral changes prior to the announcement on March 14th.

7. Since March 14, 2002, CSA has failed and refused to bargain with the Union over matters affecting wages, hours, and terms and conditions of employment.

8. By the conduct alleged in paragraphs 4-8, CSA has failed and refused to bargain in good faith in violation of D.C. Code §§ 1-618.4 (a) (1) and (5).

10. The Union is aware of no related or other proceedings involving matters related to this complaint.

WHEREFORE, the Union asks the PERB to find that CSA's conduct constitutes an unfair labor practice and order that CSA:

A. Cease and desist from violations of D.C. Code §§ 1-618.4 (a) (1) and (5) in the manner alleged or in any like or related

manner and bargain with the Union over the issues raised at the March 14th meeting;

B. Return and/or maintain all wages, hours, and terms and conditions of employment to or at the status quo until such time as CSA bargains with the Union;

C. Pay the Union's costs in this matter;


D. Post an appropriate notice to employees; and

E. Desist from or take such affirmative action as effectuates the policies and purposes of the Comprehensive Merit Personnel Act of 1978.

Respectfully submitted,

O'DONNELL, SCHWARTZ & ANDERSON, P.C.

Dated: 3/28/02

By: 
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Attorneys for the American
Federation of Government Employees,
Local 383

CERTIFICATE OF SERVICE

I certify that on March 28, 2002, a copy of the foregoing Unfair Labor Practice Complaint, with attachment, was served by First Class Mail, postage prepaid, on the following:

DC DEPARTMENT OF MENTAL HEALTH,
COMMUNITY SERVICES AGENCY,
35 K Street, N.E., 3rd Floor
Washington, DC 20002

Mary Leary
DC OFFICE OF COLLECTIVE BARGAINING AND
LABOR RELATIONS
441 4th Street, N.W.
Suite 200 South
Washington, DC 20001



Melinda K. Holmes

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

LOCAL 2095

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 383

AND

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES

COMMISSION ON MENTAL HEALTH SERVICES

Effective Through September 30, 1995

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PREAMBLE

This Agreement is entered into this ____ day of _____, 1993 between the District of Columbia Government, Department of Human Services, Commission on Mental Health Services (hereinafter jointly referred to as the "Employer") and Local 383, American Federation of Government Employees, AFL-CIO, and Local 2095, District of Columbia Council 20, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter jointly referred to as the "Union"). The parties recognize that the Mayor of the District of Columbia is the Executive Officer, the Director of the Department of Human Services is the responsible official for day-to-day operations of the Department of Human Services. Accordingly, the term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.

ARTICLE 1

PARTIES TO THE AGREEMENT

Pursuant to authority contained in the D.C. Code, Subchapter XVIII, Labor-Management Relations, this Agreement is made between the Commission on Mental Health Services, Department of Human Services, hereinafter called the Employer, and Local 2095, District of Columbia Council 20, American Federation of State, County and Municipal Employees (AFL-CIO) and Local 383, American Federation of Government Employees (AFL-CIO), hereinafter jointly referred to as the Union.

ARTICLE 2

COVERAGE OF AGREEMENT, ACCORD OF RECOGNITION, AND UNIT DEFINITION

Section 1:

This Agreement applies to: All non-professional, non-supervisory employees in the Commission on Mental Health Services, Department of Human Services, excluding management executives, confidential employees, supervisors, non-professional employees of the Construction, Electrical, Mechanical, Preventive Maintenance, Garage, and Fabric Care Sections, any employees engaged in personnel work in other than a purely clerical capacity or employees engaged in administering the provisions of D.C. Law 2-129.

Section 2:

The Union is the exclusive representative of all employees in the above-referenced unit and, as such, is entitled to act for all employees in the unit and is responsible for representing the interests of all such employees without discrimination and without regard to union membership.

Section 3:

Issues involving unit definition and its scope may be referred by either party to the Public Employee Relations Board for resolution under appropriate procedures.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1 - Management Rights in Accordance With the Comprehensive Merit Personnel Act (CMPA):

D.C. Code Section 1-618.8 of the CMPA establishes management rights as follows:

"(a) The respective personnel authorities (management) shall retain the sole right in accordance with applicable laws and rules and regulations:

- (1) to direct employees of the agencies;
- (2) to hire, promote, transfer, assign and retain employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;
- (3) to relieve employees of duties because of lack of work or other legitimate reasons;
- (4) to maintain the efficiency of the District government operations entrusted to them;
- (5) to determine the mission of the agency, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices; and
- (6) to take whatever actions may be necessary to carry out the mission of the District government in emergency situations.

(b) All matters shall be deemed negotiable except those that are proscribed by this title...."

Section 2 - Impact of Exercise of Management Rights:

Management rights are not subject to negotiations; however, in the Employer's exercise of such rights, the Union may grieve where there has been an adverse impact upon employees regarding terms and conditions of employment or a specific violation of a separate Article of this Agreement.

ARTICLE 4
EQUAL EMPLOYMENT OPPORTUNITY

Section 1:

The Employer and Union agree to cooperate in providing equal opportunity for all employees; in guarding against unlawful discrimination because of race, color, religion, sex, age, marital status, physical handicap, national origin, union membership or non-membership, political affiliation, personal appearance, sexual orientation, family responsibilities, matriculation, or as otherwise provided by law; and in promoting equal opportunity through a positive and continuing effort.

Section 2:

The Employer agrees to vigorously continue the implementation of its Equal Employment Opportunity Program as approved by the Director, D.C. Office of Human Rights. For the purpose of this Agreement, the Department's Affirmative Action Plan will be observed. Progress reports will be sent to the Union periodically as to the implementation of the Affirmative Action Plan.

Section 3:

① The Union shall designate an Affirmative Action Coordinator. The Department's EEO Officer shall notify the Affirmative Action Coordinator to attend meetings of the Department's Affirmative Action Counselors, and be permitted to meet with the Department EEO officials to discuss implementation of the Affirmative Action Plan including Department policies and programs.

Section 4:

To promote equal opportunity, the Employer will continue to conduct an affirmative action program, including an affirmative action plan formulated and implemented in accordance with applicable laws and regulations.

Section 5:

The Employer agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan. Additionally, the Employer will provide a copy of the EEO complaint procedure to an employee upon his/her request.

Section 6:

The Employer and the Union will respect an employee's right to file a formal discrimination complaint under the EEO Complaint Processing Procedure. It is understood that prior to filing such a complaint, an employee must consult an EEO Counselor and follow the prescribed counseling procedure. Charges of discrimination shall be considered by the appropriate administrative agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedure.

Section 7:

An employee may contact any EEO Counselor at the CMHS on a potential EEO complaint. The Employer will publicize the names of these counselors, indicating how they may be contacted.

Section 8:

Final selection and appointment of EEO Counselors is a higher-level agency management responsibility. However, the Employer agrees that the Union has a right to submit names of unit employees to the Employer for consideration. Further, the Employer agrees to consider these nominees, using the same criteria as are used for any other nominees. The Department will notify the Union of those Union nominees forwarded. The Union will be notified of the names of employees selected as EEO Counselors.

Section 9:

It is understood that official time for preparation and presentation of a discrimination complaint shall be in accordance with applicable EEO regulations. Grievances concerning the application of these provisions shall be considered by the appropriate administrative agency having jurisdiction over the matter.

Section 10:

The Union will be provided a copy of the most recently compiled CMHS statistical report on EEO.

Section 11:

In the event the Employer conducts labor relations training for EEO Counselors, a representative of each Union will be afforded the opportunity to present the Union's viewpoint on labor relations implications of EEO counseling.

ARTICLE 5
RIGHTS OF EMPLOYEES

Section A - General:

1. All employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations, including the provisions of this Agreement.

2. Each employee has the right to bring a work-related matter of personal concern to the attention of an appropriate official of the Department and/or the Union, in accordance with established policies and procedures, including the provisions of this Agreement.

3. An employee who has brought a work-related matter of personal concern to the attention of an appropriate official of the Employer has a right to a response within seven (7) workdays if requested by the employee. If the matter is presented in writing, the response will be in writing.

4. An employee's initial point of contact with the Employer on a work-related matter of personal concern will be his or her immediate supervisor. The Employer and the Union agree to encourage employees to bring such matters to the attention of their immediate supervisors. If the immediate supervisor is not the appropriate official, he/she will refer the employee to the appropriate official.

5. The Employer and Union agree that Employees shall be free from restraint, interference, coercion, or discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and the presentation of grievances.

Section B - Classification:

1. An employee in the bargaining unit may discuss/review his/her job classification in terms of title, series, grade or description with the appropriate supervisor, who will meet promptly with the employee and his/her representative to discuss the matter. Such request may be presented orally to the appropriate supervisor.

If the matter is not satisfactorily settled at this level, the employee may initiate a classification appeal in accordance with the classification appeal procedures in the Personnel Policy Manual.

2. The employee may appeal the classification of his/her position to the Office of Employee Appeals as provided in Sections 1102(c) and 1111(c) of the Comprehensive Merit Personnel Act.

Section C - Job Descriptions:

1. Every employee within the unit will be supplied with a copy of their official job description.

Upon request, the Union will be supplied with a copy of each job description when needed for a grievance or classification appeal.

Employees will be informed of any changes in their job description affecting their position prior to implementation.

2. Each job description shall specify the major duties and responsibilities of the position. When the phrase "other duties as assigned" is included in a position description, it will not be construed to include unrelated duties which are regular and recurring in nature and which would adversely affect the employee's title, grade and series. If the employee's title, grade, and series would be adversely affected, the employee will have the right to grieve such action.

Section D - Bond and Charity Drives:

Employee participation in bond and charity drives will be strictly voluntary.

ARTICLE 6

UNION REPRESENTATION

Section 1:

The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees or employee representative concerning the implementation of this contract.

Section 2:

The Union may designate up to a total of sixty-four (64) stewards. So that each employee might have reasonable access to a steward familiar with the employee's working conditions, the Union

will attempt to appoint stewards from a cross-section of unit employees. The Union will assign each steward to represent specific areas, normally within the steward's Division. The Union may designate up to five (5) chief stewards who will be unit employees and assign each to represent certain Multi-divisional areas. Employees in these assigned areas will normally (except as described below) when seeking assistance as provided for in this Agreement, receive such assistance from a steward designated to represent their area.

If a steward is not available, the employee will contact an officer of the Union. The officer will designate a steward to represent that employee and notify the supervisors of both the steward and the employee involved.

Section 3:

The Union will supply the Employer, in writing, and maintain with the Employer on a current basis: (a) a complete list of Union officers, chief stewards and stewards (including the specific title of each and a ~~description~~^{name} of the area each steward and chief steward is assigned to represent) and (b) a copy of the Union's constitution, by-laws, and statement of objectives. Upon receipt from the Union of the information required under this section, the Employer will distribute the listing of Union officers, chief stewards and stewards.

Section 4:

The Employer will deal with officers and stewards, designated in accordance with Section 3 above, as Union representatives, as provided for in this Agreement.

Section 5:

The Union will notify the Employer, in writing, of non-employee officials of D.C. Council 20 and District 14 who are authorized to represent the Union in dealings with the Employer. Such dealings will be through the designated CMHS representative, who shall make appropriate arrangements for visits to the Employer facilities by D.C. Council 20 or District 14 representatives on official business.

Section 6:

The provisions of this Article do not preclude the Union from designating other individuals as Union representatives. The intent of the parties, however, is that the steward system, augmented where appropriate by Union officers and officials, will be used, except on rare occasions. Other individuals must have written authorization from the Union President or Vice President to act for the Union on a particular matter. The Employer reserves the right

to deny recognition to such individuals, pending consultation with the Union concerning their status. The Employer's right to deny recognition may only be exercised upon reasonable doubt as to the legitimate Union designation of an individual. When exercising the right to deny recognition, the Employer shall immediately contact the Union for confirmation of designation.

Section 7:

A Union representative who desires to leave his or her place of work for a duty arising from this Agreement must contact his or her immediate supervisor for permission as far in advance as practical, stating the nature of the matter, the place(s) to be visited, and a reasonable estimate of the time of return. If the duty involved contacting an employee, when the employee has designated the officer or steward in accordance with this Agreement, the Union representative will contact the immediate supervisor of such employee and obtain that supervisor's permission to contact or meet with the employee. If the immediate supervisor is not available, permission may be given by the next level supervisor. Such permission will be given unless the work situation or an emergency dictates otherwise; and a confidential place for discussing the matter will be made available upon request. The Union representative will report back to his or her supervisor upon completion of duties arising from this Agreement and return to his or her place of work, and will lose no pay or other benefits as a result of such absences, provided the total time thus spent is kept at a minimum.

Section 8:

The Union acknowledges that the Employer retains the right to change the work shifts of Union representatives. However, it is agreed that the Employer will not change work shifts so that the effectiveness of the Union will be unfairly impaired. The Employer will notify the Union President in writing, five (5) work days in advance (except, in emergencies, less notice may be given) and, upon request, consult with the Union prior to effecting changes in work locations or workshifts (other than changes made as part of a regular shift rotation) if such changes are expected to exceed 30 calendar days.

Section 9:

Supervisors will introduce new bargaining unit employees to stewards assigned by the Union to represent their work areas. When formal Division-level orientations are held for new bargaining unit employees, the Union shall have an opportunity to explain Union representation and responsibilities.

Section 10:

Solicitation of membership, dues, or other internal business of the Union shall not be conducted during the duty hours of any of the employees concerned.

ARTICLE 7
CONSULTATION

Section 1:

It is agreed that matters appropriate for consultation between the parties are policies, regulations, and practices related to working conditions. The Employer and the Union, through appropriate representatives, shall meet at reasonable times and consult in good faith with respect to such matters within the purview of the Department. It is understood that appeals or grievances of employees shall not be the subject of discussion at these meetings, nor shall the meeting be for any other purposes which modify, add to, or detract from the provisions of this Agreement.

Section 2:

The parties agree to establish a Labor-Management Consultation Committee to discuss different points of view and exchange information on working conditions, terms of employment, matters of common interest, or other matters which either party believes will contribute to improvement in the relations between them.

Section 3:

The Labor-Management Consultation Committee will meet monthly, as needed, provided either party furnishes the other with a written agenda of the topics to be discussed at least seven (7) calendar days prior to the meeting. In the absence of such an agenda, no meeting shall be held, except by mutual agreement. If the parties deem it necessary to have an emergency meeting, such a meeting may be scheduled prior to the monthly meeting.

Section 4:

① The Labor-Management Consultation Committee will consist of five (5) members representing the Union and five (5) members representing Management. Each party shall designate a representative who has authority to represent its position. If issues are not resolved at the Labor-Management meeting, the Employer agrees to furnish the Union within fifteen (15) calendar days a response to the status of the unresolved agenda items. The

fifteen (15) day time may be waived by mutual agreement. The Union and the Commission may designate up to five (5) alternates. Each party may have other officials who are not employees of the Commission attend the meeting as needed.

Section 5:

Both the Employer and the Union recognize the importance of shop stewards and supervisors as key people in maintaining a constructive labor-management relationship. The parties agree to encourage constructive dealings between supervisors and stewards, to resolve problems and facilitate labor-management communication at the work level, on personnel policies and practices and working conditions. Meetings between individual supervisors and stewards on matters appropriate for discussion at that level may be arranged at the request of either party. The party requesting the meeting will specify the matter(s) proposed for discussion. Individual grievances will not be discussed at such meetings. In the absence of a designated shop steward, the President shall identify an appropriate labor representative for these meetings.

Section 6:

The parties agree that it is desirable that meetings take place between appropriate labor and management representatives at the Division/Bureau level to resolve problems and facilitate labor-management communications within the Division/Bureau on personnel policies and practices and matters affecting general working conditions. Such meetings, on matters appropriate for discussion at the Division/Bureau level, shall be arranged at mutually agreed upon times at the request of either party. The party requesting the meeting will specify the matter(s) proposed for discussion. Individual grievances will not be discussed at such meetings.

When a Division/Bureau-level labor representative brings a labor-management problem to the attention of the appropriate Division/Bureau official, that official may request an extension in response to a labor-management issue if additional time is needed. Reasonable effort will be made to resolve Division/Bureau-level problems at the Division/Bureau level. Both parties shall document such efforts before bringing the problem to the labor-management consultation meetings.

Section 7:

The Employer will give the Union prior notice when there will be changes having an impact on terms and conditions of employment of the bargaining unit. When prior notice cannot be given, the Employer will notify the Union within 24 hours of the occurrence.

Section 8:

When the Employer provides the Union with a document for review and comment, the Union may submit its comments, if any, within 15 calendar days. Any Union request for a meeting on a document will be made within seven (7) calendar days of receipt of the document and identify the issues the Union wishes to discuss. The Union may request an extension in response to documents presented by the Employer if additional time is needed.

ARTICLE 8
UNAUTHORIZED ACTIVITIES

It shall be unlawful for any District government employee to participate in, authorize or ratify a strike against the District. At no time, however, shall employees be required to act as strike-breakers.

The term "strike", as used herein, means any unauthorized concerted work stoppage ~~on a basis~~.

No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer, in a strike situation, retains the right to close down facilities to provide for the safety of employees, equipment or the public.

ARTICLE 9
ATTENDANCE AND LEAVE

A. Annual Leave:

1. Annual leave is a benefit provided by law. Except as otherwise provided by this Article, employees shall earn and use annual leave in accordance with the provisions of the District of Columbia Government Comprehensive Merit Personnel Act and the District Personnel Manual. Employees are entitled to take annual leave subject to the approval of the employee's supervisor who will not deny such leave for arbitrary or capricious reasons.

The Employer and the Union agree that conflicts between the needs of the Employer and needs of the employees may be minimized if employees meet their obligation to request annual leave in a timely manner in accordance with the District personnel regulations, and supervisors meet their responsibility to plan and effectively schedule annual leave for use by employees throughout the leave year.

For the purpose of this Article, annual leave shall be categorized as follows:

a. Scheduled Leave -- Vacation leave or other annual leave that is approved before posting or otherwise approved in advance of the administrative workweek (Sunday-Saturday) during which the leave is to be taken.

b. Unscheduled Leave (Emergency Annual Leave) -- Annual leave for personal purposes or emergency situations that the employee could not have planned for, or anticipated, in advance of the administrative workweek, that require the employee's absence from duty.

2. Scheduled Annual Leave:

a. Vacation -- By April 1, except in unusual circumstances, leave-approving officials will schedule, in writing, the approved annual leave for a vacation for each employee based on the written requests that have been received by March 1 of that year. Supervisors will record the date of receipt of each request. Conflicts in requests among employees of similar skills and levels of responsibility within a unit will be resolved on a first come, first served basis (based on the date of receipt of the conflicting requests). In the event conflicting requests are received on the same date, length of service will be used as a tie-breaker. Only in emergency situations may the leave be changed and in such case the employee must be notified of the reason(s) for the change as soon as possible. Employee requests received after March 1 will be considered in light of the needs of the service (with earlier vacation requests receiving priority); and the employee will be given an answer within thirty (30) days.

b. Other Annual Leave -- Employees requesting annual leave (scheduled leave) for other than vacations should request such leave in accordance with the provisions of this Article and as far in advance as practicable. Such annual leave requests will be considered in light of both the needs of the requesting employee and the needs of the unit.

3. Unscheduled Annual Leave:

Employees must request leave for emergency situations and personal purposes as soon as he or she becomes aware of the emergency situation or determines the needs. The supervisor will respond to the request as soon as possible and will give consideration to the needs of the employee, as well as the needs of the unit. Such requests for leave will not be denied for arbitrary or capricious reasons. The employee's supervisor may request the reason for the annual leave request, however, if the employee elects not to divulge the

reason for the request, the supervisor will make the decision based on the information available.

4. Advance Annual Leave:

Subject to the applicable District personnel regulations, advance annual leave may be granted to the extent that such leave will accrue to the employee during the remainder of the current leave year or in the time remaining on his or her appointment, whichever occurs sooner.

B. Sick Leave:

1. Generally -- Sick leave is a benefit provided by law. Except as otherwise provided by this Article, employees shall earn and use sick leave in accordance with the provisions of the District of Columbia Government Comprehensive Merit Personnel Act and the District Personnel Manual.

Sick leave is a period of absence with pay granted employees in any of the following circumstances:

a. When incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement or for medical, dental, or optical examination or treatment;

b. When a member of the immediate family of an employee is afflicted with a contagious disease and requires the care and attendance of the employee; or

c. When, through exposure to contagious disease, the presence of the employee at his or her post of duty would jeopardize the health of others.

The Union and the Employer recognize the insurance value of sick leave and agree to encourage employees to conserve sick leave so that it will be available to them when incapacitated for the performance of duty under the above-stated circumstances.

2. Requesting Sick Leave:

Employees unable to report for work for their tour of duty due to one or more of the reasons stated in Section 3.1., above, will request sick leave from the appropriate leave-approving official. If the leave-approving official is not on duty, another official with authority to act on requests will be on duty. Sick leave requests may be made in person on a properly completed SF-71 if the requesting employee is on duty at the time of the request, or by telephone or other appropriate means if the employee is not on duty at the time of the request.

a. Employees assigned to shift operations or activities directly concerned with the treatment or care of patients, and who become ill or otherwise incapacitated prior to their scheduled tour of duty shall, if possible, request sick leave at least an hour before the start of their scheduled tour of duty.

b. Employees not assigned to shift operations or activities directly concerned with the treatment or care of patients, and who become ill or otherwise incapacitated prior to their scheduled tour of duty shall, if possible, request sick leave as soon as practicable, but not later than one hour after the start of their scheduled tour of duty.

c. Employees will keep their supervisors informed of the expected date of their return to duty, providing as much advance notice as practical of a change in the expected date of their return. An employee who requests a certain amount of sick leave (i.e., eight (8) hours) is expected to call back to request additional sick leave if more is needed. Leave-approving officials (or alternates) will not arbitrarily restrict the amount of sick leave granted (i.e., no more than eight (8) hours).

d. When an employee requests sick leave, he or she will indicate the general nature of the incapacitation (or other reason for the request) and indicate his or her estimated date of return to duty. If an employee calls in to request sick leave and is informed that no leave-approving official (or alternate) is available to take the call, the employee will leave a message that he or she is requesting sick leave, indicate the general nature of the incapacitation (or other reason for the request) and indicate his or her estimated date of return to duty.

3. Granting Sick Leave:

a. Accrued sick leave, properly requested and supported by administratively acceptable evidence, will be granted in the situations specified in Section 8.1., above. In cases where the nature of the illness is such that an employee did not see a medical practitioner, a medical certificate may not be required if the employee provides an acceptable explanation.

Generally, medical documentation will be required for extended absences (i.e., more than three (3) workdays) and for shorter periods when the employee has been advised that such evidence will be required and/or the supervisor reasonably doubts the employee's explanation.

b. Information given by an employee to a supervisor to support a grant of sick leave shall be treated as confidential information.

c. Employees who are released from duty on the advice of the Employee Health Unit shall not be required to furnish a medical certificate to substantiate sick leave use for the date released from duty.

4. Advance Sick Leave:

Subject to the applicable District personnel regulations, an employee who is incapacitated for duty because of serious illness or disability may be advanced sick leave for up to thirty (30) days if there is a reasonable expectation that the employee will return to duty. An employee's request for advance sick leave must be in writing and must be supported by medical documentation acceptable to the leave-approving official. The request will be submitted to the immediate supervisor and forwarded through the channels to the official authorized to approve the request. The approving official will consider the request in accordance with the applicable District policies and regulations and act on the request in a timely manner.

C. Leave Without Pay (LWOP):

1. Subject to the applicable District personnel regulations, employees may be granted leave without pay. Normally, the initial period of leave without pay shall not exceed twelve (12) months.

2. The retention and accumulation of rights, benefits and privileges by employees who are on leave without pay shall be subject to the applicable District personnel regulations.

D. Absence Without Leave (AWOL):

1. Subject to the applicable District personnel regulations, employees may be charged absent without leave (AWOL), which is a non-pay status, for any absence from duty not authorized by a proper leave-approving authority.

2. AWOL is charged when employees are absent without permission or have not notified their supervisor or provided satisfactory explanation or documentation for the absence from duty. An AWOL charge may be changed later to an appropriate type of leave if the leave-approving official determines that the employee has satisfactorily explained the absence or presented acceptable documentation.

3. Occasional unavoidable or necessary absence of less than one hour, including tardiness, with satisfactory explanation, may be excused without charge to leave or, if the circumstances

warrant, the employee may request and be granted annual leave instead of being charged AWOL. An employee who is to be granted annual leave or placed in an AWOL status for unexcused tardiness shall be informed of the amount of time to be charged before reporting to his/her work location (if different from reporting site). The amount charged will not exceed the minimum charge (one hour) necessary to cover the period of absence in accordance with the DPM. The employee will not be required to report to the work location (if different from the reporting site) or allowed to perform work during any portion of the period he/she is charged for the absence. Upon arrival to duty, an employee who is tardy must immediately report to his/her leave-approving official or that official's designee.

E. Excused Absences:

1. Subject to the applicable District personnel regulations, employees may be granted an excused absence.

2. An excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. An excused absence is ordinarily authorized on an individual basis, except where an establishment is closed, or a group of employees is excused from work for various purposes.

F. Managing Attendance and Leave:

1. In monitoring leave used by employees to assure its proper usage, supervisors should review leave records for factors which may indicate a problem, such as:

- a. excessive leave use;
- b. zero leave balances;
- c. frequent requests for short periods of leave without pay;
- d. pattern of using leave in small increments as quickly as it is accrued;
- e. persistent requests for unscheduled leave; and
- f. repeated failure to follow proper procedures for requesting leave or for notifying the supervisor of unanticipated absences.

While such factors may indicate a problem, there may also be mitigating circumstances. (For example, a zero leave balance may be the result of a major illness or surgery.) As indicated below, mitigating circumstances are to be taken into account.

2. Employees with chronic health problems or with personal circumstances which necessitate frequent or unpredictable use of leave are encouraged to discuss such situations with their supervisor and are expected to comply with reasonable documentation requirements. To avoid unnecessary misunderstandings and difficulties concerning leave usage, an employee should bring such health problems or personal circumstances to the attention of his or her supervisor as soon as possible.

3. If an employee's leave usage is a problem and the employee has not raised the issue of mitigating circumstances, the supervisor will talk with the employee and attempt to determine whether there are mitigating circumstances. If mitigating circumstances are found to exist (as a result of either the employee's or supervisor's initiative), the supervisor ~~will~~ take them into consideration in efforts to work with the employee to resolve the leave problem.

4. If no mitigating factors are found to exist, or if reasonable efforts to work with the employee to resolve the leave problems are unsuccessful, the supervisor will discuss the leave problem and counsel the employee on leave requirements and procedures. Such counseling will be documented.

5. After counseling, the employee will be given a reasonable opportunity (e.g., up to thirty ~~90~~ days) to improve his or her attendance record. This opportunity will be afforded the employee once in a year, from the date of the initial counseling session. If the problem persists or recurs after the counseling and the opportunity to improve, the supervisor ~~may~~ refer the employee to the Employee Assistance Program and/or ~~place the employee on leave restriction.~~ (This does not preclude earlier referral to the Employee Assistance Program when warranted.) These actions will be communicated to the employee in writing. The supervisor will also inform the employee in writing if improvement has been satisfactory.

6. A letter of leave restriction is a written communication to an employee, placing restrictions on the employee's future use of leave and stating the requirements the employee must follow in requesting and obtaining approval of leave. The restrictions should apply to the type(s) of leave for which there is a problem. The purpose of the letter is to assist the employee in bringing about an improvement in his or her attendance record. While failure to comply with the restrictions may result in discipline, a letter of leave restriction is not a disciplinary action.

7. Leave restrictions shall be imposed for an initial period of two (2) months. By the end of the two-month period, the supervisor will review the employee's attendance since the letter was issued. If the employee's leave usage has been acceptable during that period, the supervisor must notify the employee in

writing that the restrictions have been lifted. On the other hand, if the employee has failed to comply with the restrictions, the supervisor should consider continuation of the restrictions for an additional period of two (2) months and discipline. If the employee's attendance has improved during the initial two-month period, but is still not satisfactory, the supervisor should consider extending the leave restrictions for two (2) months and deferring the decision on discipline. However, leave restrictions should not be extended repeatedly without further action. In any event, the supervisor must notify the employee in writing when leave restrictions are extended.

~~s. Exceptions to the above procedures may be warranted in exceptional circumstances.~~

8. Any copies of a leave restriction letter or extension will be safeguarded and made available only to persons who have an official need to know. Copies must not be filed in the employee's Official Personnel Folder.

G. Union Business:

1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may at the written request of the employee and the Union be granted a leave of absence without pay. The initial leave of absence shall not exceed one (1) year. Leave of absence for Union officials may be extended for similar period. No more than one (1) employee of the bargaining unit shall be on such leave at the same time. Contribution of continued benefits shall be in accordance with appropriate regulations.

2. Attendance at Union-sponsored programs will be on approved annual leave or leave without pay, unless administrative leave has been approved by the Office of Labor Relations and Collective Bargaining.

ARTICLE 10 CIVIC RESPONSIBILITIES

1. In the event an employee is called for court service as a juror or witness, the Employer will grant appropriate leave (court leave, annual leave or leave without pay) or excuse the employee from duty without charge to leave, as is authorized by applicable District personnel regulations for the type of court service involved.

2. If an employee is called for court service, he/she shall promptly notify the Employer by showing a copy of the court order, subpoena or summons to his/her leave-approving official and requesting leave or excused absence and upon return to duty will present to his/her leave-approving official a signed court service timecard or other satisfactory written evidence of the time served on such duties.

3. Employees scheduled to work on any election day who are eligible to vote in such election shall be granted sufficient time off to vote in accordance with applicable regulations and such employees shall suffer no deduction in leave or pay for time so spent, ~~provided such leave is approved in accordance with District personnel regulations.~~

ARTICLE 11 HOURS OF WORK

~~Except as otherwise provided by this Article, the establishment of workweeks and work schedules shall be in accordance with the provisions of the District of Columbia Government Comprehensive Merit Personnel Act (CMPA) and the District Personnel Manual (DPM).~~

A. AS a general rule, the regular basic workweek is established at not more than 40 hours per week and is comprised of five, 8-hour days within the standard administrative workweek, beginning with Sunday and extending through Saturday. A lunch period of 30 minutes is provided.

Exceptions to this general rule are permitted, and have been established, pursuant to provisions of the CMPA and DPM (i.e., firefighter scheduling, variations in work schedules for educational purposes, and alternative work schedules). Such exceptions must be approved by an official with authority to authorize exceptions to the general rules. The Union will be given advance notice (when alternative work schedules are proposed) and shall be given the opportunity to consult.

B. Employees will report to work, ready to perform the duties of his or her position, at the scheduled starting time of his or her tour of duty. If the designated reporting site differs from the location where an employee will actually be working, the employee will be allowed a reasonable amount of time to proceed directly from the reporting site to his or her work location.

Information relating to an employee's specific leave record/status shall not be publicly displayed on time sheets, check-in sheets, or work schedules. (This provision does not apply to those

employees in work units participating in an alternative work schedule.) The leave status of an employee who is absent on leave, but who is not on a scheduled day off, may be indicated on publicly displayed time sheets, check-in sheets, or work schedules by using the code "L" to indicate the employee is on leave.

C. Where employees are required to work rotating shifts, work schedules showing the employee's scheduled workdays and non-workdays will be posted by the 15th day of the preceding month in appropriate work locations and the supervisor's office.

1. An employee requesting a change of shift will submit a written request to his or her supervisor by the twenty-third day of the month prior to the posting. The request will include sufficient information for an informed judgment to be made.

2. Requests for a change of shift received after the twenty-third day of the month preceding the posting of the work schedules will be considered by the Employer.

3. Employees who are to be reassigned (i.e., nontemporary lateral assignment to another unit) or whose shifts are to change will be notified by the fifth day of the preceding month, except in some cases (e.g., reassignments due to reduction in force, unavailability of the employee to be notified, need to replace an employee who resigns or otherwise will not be available as planned, and other circumstances beyond the control of Management) later notification may be necessary. Involuntary changes will be made in a fair and equitable manner, consistent with the needs of the Employer.

4. In exercising the right to assign employees to tours of duty, supervisors will give careful consideration to the expressed desires of individual employees.

D. An employee will not be required to work with less than ten (10) hours between rotating shifts except with the expressed consent of the employee or in an overtime situation, ~~or when assigned to an established relief shift.~~ In the regular schedule, employees will not be required to work more than six (6) consecutive days, but may do so with their expressed consent.

E. After schedules are posted, involuntary shift changes will not normally be made without advance notice. When such a change is to be made, employees will ~~normally~~ be given one one-week advance notice.

F. Supervisors will allow each employee two (2) scheduled daily 15-minute rest periods, except in critical or emergency circumstances when a rest period would unduly interfere with essential activities of the work unit. These rest periods shall be

administered consistent with the provisions of District Personnel Manual (DPM) Chapter 12. For employees whose tours of duty include a meal period, such meal periods will not be scheduled during the first two or last two hours of their scheduled tours of duty, except in critical or emergency circumstances. (This does not preclude the employee from requesting and the appropriate supervisor from approving an exception.)

G. The Employer and the Union agree that no employee should be required to use meal time or after duty time for necessary personal clean-up. Accordingly, where personal clean-up is required before meals or at the end of the workday, supervisors will provide adequate on-the-clock time.

H. The Employer retains the right to schedule employees in accordance with this Article so that staffing needs will be met. ~~When consistent with staffing needs, nursing employees shall be granted either:~~

1. A two-day weekend off every other weekend with a consistent day off (i.e., Tuesday, Wednesday or Thursday) during the period covered by the schedule; or

2. A three-day weekend off every third weekend; or

3. A three-day weekend every other weekend; unless otherwise requested by the employee(s).

I. Weekends off rotation for other employees who are similarly situated (i.e., positions of like grades, duties, etc.) will be scheduled in a fair and equitable manner.

ARTICLE 12 ADMINISTRATION OF OVERTIME

Section 1 - Distribution:

Overtime work shall be equally distributed among employees as appropriate. Specific arrangements for the implementation of this concept shall be agreed to at Union-Management Consultation Meetings. Specific employee qualifications shall be considered when decisions are made on which employees shall be called for emergency work.

Section 2:

Management will solicit volunteers when overtime work is required. The Employer will solicit volunteers for overtime in the following order:

- a. On duty, in the work unit/work area involved;
- b. On duty, in the building; and,
- c. On duty, elsewhere in the Bureau.

In the event a sufficient number of volunteers who are qualified to perform the job functions are not available, overtime work will be assigned in reverse order of seniority unless a different system is worked out on a work area basis. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

ARTICLE 13 SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The District shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Employer will make every effort to provide and maintain safe working conditions; AFSCME/AFGE will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended).

C. The District shall furnish and maintain each work place in accordance with standards provided within this Section.

Section 2 - Transportation of Patients:

The Employer agrees that appropriate measures will be employed when transporting patients. The number and types of chaperones will depend upon the number and category of residents being transported and the nature of the trip.

Section 3 - Reporting Unsafe Conditions:

A. If an employee observes a condition which he or she believes to be unsafe, the employee should report the condition to the immediate supervisor.

B. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.

C. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his or her AFSCME/AFGE representative, and shall make a determination.

D. Employees shall not be required to operate equipment that has been determined by the Employer or the appropriate D.C. Safety Officer to be unsafe to use, when by doing so they might injure themselves or others.

Section 4 - Medical Service: On-the-Job Injury:

A. The District shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the District shall arrange immediately for transportation to an appropriate medical facility.

B. The need for additional first-aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate agency officials.

Section 5 - Safety Devices and Equipment:

Protective devices and protective equipment shall be provided by the District and shall be used by the designated employees.

Section 6 - Safety Training:

A. The District shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Safety Committee established in Section 8.A.

Section 7:

The Employer shall, where appropriate, provide training regarding appropriate health guidelines governing communicable diseases.

Section 8 - Safety Committee:

A. A Safety Committee of three (3) representatives from AFSCME/AFGE and three (3) representatives from the Employer is hereby established.

B. One (1) AFSCME/AFGE and one (1) Employer representative shall each serve as co-chairpersons of the Committee.

C. The Safety Committee shall:

1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to a regularly scheduled monthly meeting, labor and Management must submit their respective agendas to each other at least five (5) days in advance;

2. Conduct safety surveys, consider training needs, and make recommendations to the Commissioner and Department Head; and,

3. Consult with and advise Commissioner and agency head.

D. Final reports from the Commissioner/Department Head (or designees) shall be provided to the Safety Committee on all safety matters initiated by the Committee.

E. Safety Committees may be reorganized upon agreement of both parties.

Section 9 - Medical Qualification Requirements:

The District agrees to abide by the provisions of Chapter 8, Sections 848.19 and 848.20 of the D. C. Personnel Regulations as published in the D. C. Register, Volume 32, April 5, 1985 (32 DCR 1858, 1911).

Section 10 - Light Duty:

A. The District agrees to provide light duty assignments for employees injured on the job to the extent that such light duty is available as follows:

1. The employee will submit the request to his/her immediate supervisor as far in advance as practical.

2. The request will be supported by necessary and relevant medical documentation, including the nature of the disability, the specific medical limitations, and the expected duration.

3. The supervisor will consult with a specialist in the Employee Relations and Services Section, consider the request, and respond to the employee as soon as practical.

(a) If additional medical documentation is needed, the supervisor (after consulting with Employee Relations) will inform the employee, in writing, specifically what information is required to decide upon the employee's request.

(b) If the supervisor provides a light duty assignment, the terms and conditions of the assignment will be documented in writing and the supervisor will provide copies to the employee and Employee Relations Specialist.

(c) If the supervisor denies the request, the supervisor will inform the employee and refer the matter, in writing, to the Division level for consideration.

4. Upon receipt of a light duty request referred by a supervisor, the Division Director (or his/her designee) will consult with the specialist in the Employee Relations and Services Section if appropriate, consider the request, and respond to the employee as soon as practical.

3b (a) If the Division Director or designee provides a light duty assignment, the terms and conditions of the assignment will be documented in writing and copies will be provided to the employee and the Employee Relations Specialist. *prior to beginning of the*

3c (b) If the Division Director or designee denies the request, he or she will inform the employee and refer the matter, in writing, to the Employee Relations Officer for consideration.

4 ~~3~~ Upon receipt of a light duty request referred by a Division Director (or designee), the Employee Relations Officer (or designee) will review the matter, consult with appropriate Department officials as necessary and coordinate consideration of the employee for light duty assignments on a Hospital-wide basis.

(a) If a light duty assignment is provided, the terms and conditions of the assignment will be documented in writing, and the employee will be provided a copy.

~~(b) If no light duty assignment is arranged, the employee will be informed and counseled as to available rights and benefits.~~

Section 11 - Employee Health Services:

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Law 2-139). Employee health services shall include such services as provisions for emergency diagnosis and emergency treatment of illness, physical examination, including, but not limited to, pre-employment, fitness for duty or disability retirement evaluation; treatment of minor illnesses; preventive services; health information to assist employees to protect, conserve, and improve physical and mental health; and counseling and appropriate referrals to the D.C. Consultation and Counseling Service.

Section 12 - Staffing:

The parties agree to establish a joint labor-management committee that will discuss procedures related to staffing, when direct care givers are monitoring certain wards without assistance. The committee will consist of a mutually agreed upon facilitator, members selected by AFSCME Local 2095, and members selected by the Employer. The committee will meet as soon as possible and present a report of its findings and recommendations no later than Fiscal Year 1993. The parties agree that staffing determinations are within Management rights.

ARTICLE 14
FACILITIES AND SERVICES

Section 1:

Within each Division ^{and} or work area, the Employer will provide bulletin boards and labelled containers for Union use only, located in accessible places available to employees, for the posting and distribution of appropriate Union literature, correspondence, and notices. Posting and distribution of Union material will be limited to the space provided and to the non-duty hours of the employees distributing and receiving the material. The material will be identified as Union material and ~~will contain a removal date~~. Material containing propaganda against or attacks upon an Agency, individual, or activity of the District government will not be posted or distributed.

Section 2:

The Union and the Employer shall share equally the cost for printing and distribution of the contract.

Section 3:

The Union will ensure that each employee covered by the provisions of this Agreement receives a copy. This includes employees hired subsequent to this Agreement going into effect.

Section 4:

Union requests for use of facilities for meetings shall be addressed to the Employer's designated representative, shall contain the information prescribed by the Employer, and shall be submitted as far in advance as practical.

Section 5:

The Employer agrees to continue to provide lockers and/or lounge space for employees in facilities where they have already provided them.

ARTICLE 15
IDENTIFICATION DEVICES

The Employer agrees that employees may wear, on their uniform or other work clothing, while on duty, an unobtrusive membership pin indicating membership in any labor organization, provided that such pin is not larger than one and one-quarter inches in diameter, bears no campaign propaganda, and the wearing of such pin will present no hazard or potential hazard to the employee or to Hospital patients.

ARTICLE 16
MERIT PROMOTION PROGRAM

Section 1:

This Article augments the Merit Staffing Plan for all employees in the units covered by this Agreement.

Section 2:

Promotion bulletins announcing positions within the units which are vacant and are scheduled to be filled under competitive promotion procedures will be posted on bulletin boards for at least ten (10) calendar days. Promotion bulletins will indicate the area of consideration, duties of the position, qualifications required, method of application, and statement of equal opportunity. Union

Presidents shall be furnished with copies of all vacancy announcements, cancellations, corrections or amendments.

Section 3:

The area of consideration will be in accordance with the existing Merit Staffing Plan.

Section 4:

In accordance with the Merit Staffing Plan, the Employer will seek to provide persons employed by the Employer with opportunity for growth and advancement consistent with their abilities and qualifications.

Section 5:

will be notified
When a rating panel is convened for positions in the bargaining unit the Union may send one observer in accordance with the District's Merit Staffing Plan.

Section 6:

Unsuccessful applicants for position vacancies will be provided information pertaining to their nonselection, in accordance with the Merit Staffing Plan.

Section 7:

As provided in the District's Merit Staffing Plan, grievable aspects of merit staffing actions include use of improper procedures and use of non-job related selective placement or ranking factors. Failure to be selected from a group of properly ranked and certified candidates is not grievable.

Section 8:

The Employer agrees to provide each local with a copy of the Merit Staffing Plan.

ARTICLE 17
DISCIPLINE

Discipline shall be imposed for cause, as provided in the CMPA:

Section 1:

For the purposes of this Article, discipline shall include the following:

a. Corrective Actions: Written reprimands or suspensions of thirty (30) days or less;

b. Adverse Actions: Removal, suspension for more than thirty (30) days; or a reduction in rank or grade or pay for cause.

Section 2:

As defined in the CMPA, cause for discipline is as follows:

a. Fraud in securing appointment or falsification of official records;

b. Incompetency;

c. Inefficiency;

d. Inexcusable neglect of duty;

e. Insubordination;

f. Dishonesty;

g. Drunkenness on duty;

h. On-duty use of drugs not prescribed and/or obtained illegally;

i. Inexcusable absence without leave;

j. Conviction of a felony. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony is deemed to be a conviction within the meaning of cause under this section...;

k. Discourteous treatment of the public, a supervisor or other employee;

l. Improper political activity, except as otherwise permitted by law or the Constitution (Hatch Act violations shall be referred to the Special Counsel of the Merit System Protection Board);

m. Willful disobedience except as authorized by law;

n. Misuse, mutilation, or destruction of District property, public records, or funds;

o. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment;

p. Other conduct during and outside of duty hours that would affect adversely the employee's or the agency's ability to perform effectively;

q. Engaging in a strike;

r. Misuse of official position or unlawful coercion of employee for personal gain or benefit;

s. Lack of dependability;

t. A finding by the Office of Employee Appeals, the Office or Commission of Human Rights or a court of competent jurisdiction in the District of Columbia that the employee has engaged in violation of guarantees in Title 1, Chapter 6, Subchapters I and VII, D.C. Code (1981), in the performance of that employee's official duties;

u. A finding that the employee has violated the provisions of Title 1, Chapter 6, Subchapter XIX, or Section 1-616.3, D.C. Code (1981); or

v. Conviction of a misdemeanor, when the conviction is based on conduct that would affect adversely the employee's or the agency's ability to perform effectively. A plea of guilty, or a conviction following a plea of nolo contendere, to a charge of a misdemeanor involving the specified conduct, shall constitute prima facie evidence of the elements of the misdemeanor.

Section 3:

Discipline will be appropriate to the circumstances, and shall be ~~primarily~~ corrective, rather than punitive, in nature. After discovery of the incident, the investigations ~~shall~~ ^{will} be conducted in a timely manner and discipline shall be imposed upon the conclusion of any investigation or the gathering of any required documents, consistent with the principle of progressive discipline and D.C. Office of Personnel regulations.

Section 4:

If a supervisor has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 5:

Unless there is a reasonable cause to believe that an employee's conduct is an immediate hazard to the agency, the employee or other employees, or is detrimental to public health, safety or welfare, an employee against whom adverse action is proposed shall be entitled to at least thirty (30) days advance written notice of proposed adverse action (or fifteen (15) days if corrective action is proposed). The notice will identify the causes and the reasons for the proposed action.

Section 6:

Recognizing that the Union is the exclusive representative of the employees in the bargaining unit, the Department shall in good faith attempt to notify the Union of proposed disciplinary actions. Each Department shall notify the Union of the method of notification. Further, the Employer agrees to notify the employee of his or her right to representation in corrective or adverse actions. The material upon which the proposed discipline is based shall be made available to the employee and his/her authorized representatives for review. The employee or his/her authorized representative will be entitled to receive a copy of the material upon written request.

Any information that cannot be disclosed to the employee, his representative, or physician shall not be used to support the proposed action.

Section 7:

Except in the special circumstances referred to in Section 5 above, an employee shall be entitled to at least ten (10) days to answer the notice of proposed corrective or adverse action. If the proposed action is removal, the employee shall, upon request, be granted an opportunity to be heard prior to a final decision. This opportunity to be heard shall be afforded by a person designated by the agency head. This person shall not be in the supervisory chain between the proposing and/or deciding official(s) and shall not be subordinate to the proposing official. This person shall review the employee's answer, discuss the proposed action with the employee and/or his/her representative and appropriate representatives of the Employer and make a recommendation to the deciding official who will act upon the recommendation, as he/she deems proper.

Section 8:

The person proposing a disciplinary action shall not be the deciding official unless the proposing official is the agency head or Director of Personnel.

Section 9:

Except in the special circumstances referred to in Section 5 above, an employee against whom a corrective or adverse action has been proposed shall be kept in an active duty status during the notice period.

Section 10:

A.. The parties agree that justice is best served when all aspects of the disciplinary process are conducted in a fair and thorough manner. The parties agree that delays should be avoided that could impede the employees' ability to obtain necessary evidence, get witnesses or recollect relevant details. Consistent with D.C. Code §1-617 Adverse Actions and DPM Chapter 16, disciplinary action will be commenced within applicable time limits, as provided in D.C. Code §1-617.1.

(b-1)(1) Except as provided in paragraph (2) of this Subsection, no corrective or adverse action shall be commenced pursuant to this Section more than forty-five (45) days, not including Saturdays, Sundays, or legal holidays, after the date that the Agency knew or should have known of the act or occurrence allegedly constituting cause, as that term is defined in Subsection (d) of this Section.

(2) In the event that the act or occurrence allegedly constituting cause is the subject of an ongoing criminal investigation, the forty-five (45) day limit imposed by paragraph (1) of this Subsection shall be tolled until the conclusion of the criminal investigation.

B. In accordance with the DPM, the deciding official shall issue a written decision within forty-five (45) days from the date of receipt of the notice of proposed action which shall withdraw the notice of proposed action or sustain the proposed action in whole or in part. The forty-five (45) day period for issuing a final decision may be extended by agreement of the employee and the deciding official. If the proposed action is sustained in whole or in part, the written decision shall identify which causes have been sustained and which have been dismissed, describe whether the proposed penalty has been sustained or reduced and inform the employee of his/her right to appeal or grieve the decision, and the right to be represented. The final decision shall also specify the effective date of this action.

Section 11:

In any circumstance in which the Employer has reasonable cause to believe that an employee's conduct is an immediate hazard to the employing agency, to the employee involved or other employees, or is detrimental to public health, safety or welfare the Employer may

place an employee on administrative leave whether or not notice of proposed action has been given to the employee.

Section 12:

Notice of final decision, dated and signed by the deciding official, shall be delivered to the employee on or before the time the action is effective. If the employee is not in a duty status at that time, the notice shall be sent to the employee's last known address by certified or registered mail.

Section 13:

Except as provided in Section 14 of this Article, employees may grieve actions through the negotiated grievance procedure, or appeal to the Office of Employee Appeals (OEA) in accordance with OEA regulations but not both. Once the employee has selected the review procedure that choice shall be the exclusive method of review.

Section 14:

The removal of an employee during his or her probationary period is neither grievable nor appealable and shall be done in accordance with the DPM.

Section 15:

If a final decision is grieved through the negotiated grievance procedure a written grievance shall be filed with the deciding official within fifteen (15) workdays after the effective date of the action.

Section 16:

In appropriate cases, consideration shall be given to correcting the problem through the D.C. Consultation and Counseling Service. When the District implements a new employee assistance program, this shall take the place of the D.C. Consultation and Counseling Service.

Section 17:

Whenever an employee is questioned by a supervisor with respect to a matter for which a disciplinary action is intended against the employee, the employee may, upon request, consult with a Union official or other representative. Upon such request, the supervisor will stop the questioning until the employee can consult with such representative, but in no event will such questioning be delayed beyond the end of the employee's following shift. When and if questioning is resumed, an employee may have a Union official or other representative present.

ARTICLE 18
PERSONNEL FILES

Section 1 - Official Files:

The Employer shall maintain the official files of all personnel in all units covered by this Agreement in the Personnel Division.

Section 2 - Right to Examine:

Each employee shall have the right to examine the contents of his/her personnel files. Employees shall schedule such reviews with their immediate supervisor and appropriate Personnel authority within a reasonable period of time. *Writing*

Section 3 - Right to Respond:

Each employee shall have the right to answer any material filed in his/her personnel file and his/her answer shall be attached to the material to which it relates.

Section 4 - Right to Copy:

An employee may copy any material in his/her personnel file.

Section 5 - Access by Union:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of material.

Section 6 - Employee to Receive Copies:

The employee shall receive a copy of all material in his/her folder in accordance with present personnel practices.

Section 7 - Access by Others:

The Employer shall inform the employee of all requests ~~outside of the normal~~ for information about him/her or from his/her personnel folder. The access card signed by all those who have requested and been given access to the employee's file shall be available for review by the employee.

ARTICLE 19
GRIEVANCE PROCEDURE

Section 1 - Definition:

A. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled as described in this Article unless otherwise agreed to by the parties.

B. At any step of the grievance procedure, a grievance meeting may be held at the request of either party.

C. Work days shall be defined as Monday through Friday (excluding holidays).

Section 2 - Procedure:

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Therefore, grievances should be filed at the lowest level where resolution is possible. Accordingly, a grievance may be filed at the step in the grievance procedure where the alleged action which precipitated the grievance occurred.

Step 1. The employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) working days from the date of the occurrence or when the employee first had knowledge of or should have known of the occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within fifteen (15) working days after the receipt of the grievance.

22. Step 2. If the grievance has not been settled, it shall be presented in writing by the employee and/or the Union to the second level supervisor (Division Chief or designee) within ten (10) working days after the Step 1 response is due or received, whichever is sooner. The second level supervisor shall respond in writing (with a copy to the Local President) within ten (10) working days after receipt of the written grievance. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision(s) violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought.

Step 3. If the grievance is still unresolved, it shall be presented in writing by the employee and/or Union to the third level supervisor (Administrator or designee) within ten (10) working days after the Step 2 response is due or received, whichever is sooner. The third level supervisor shall respond in

writing (with a copy to the Local President) within ten (10) working days after receipt of the written grievance.

Step 4. If the grievance is still unresolved, it shall be presented by the employee and/or the Union to the Office of the Director or his/her designated representative, in writing within fifteen (15) working days after the Step 3 response is due or received, whichever is sooner. The Office of the Director, or his/her designated representative shall respond in writing (with a copy to the Local President) within fifteen (15) working days after the receipt of the written grievance.

Step 5. If the grievance is still unresolved, the Union may, by written notice, request arbitration within twenty (20) days after the reply at Step 4 is due or received, whichever is sooner.

Section 3 - Union Participation:

A. The Employer shall notify the Union in writing of all grievances filed by the employees, all grievance hearings and determinations when such employees present grievances without the Union. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all grievance hearings.

B. Any grievance of a general nature affecting a large group of employees and which concerns the misinterpretation, misapplication, violation or failure to comply with the provisions of the Agreement shall be filed at the option of the Union at the Step or level of supervision where the grievance originates without resorting to previous steps.

Section 4 - Who May Grieve:

Either an employee or the Union may raise a grievance, and if raised by the employee, the Union may associate itself therewith at any time if the employee so desires. Whenever the Union shall raise or is associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, the employee may not thereafter raise the grievance him/herself, and if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently.

Section 5 - Selection of the Arbitrator:

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union as soon as possible after notice of intent to arbitrate is received. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) shall be requested to provide a list of seven (7) arbitrators

from which an arbitrator shall be selected within seven days after receipt of the list by both parties. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the American Arbitration Association guidelines unless modified by this Agreement.

Section 6 - Decision of the Arbitrator:

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days after the conclusion of the arbitration hearing.

Section 7 - Expenses of the Arbitrator:

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 8 - Time Off for Grievance Hearings:

The Employee, Union Steward and/or Union representative shall, upon request, be permitted to meet and discuss grievances with designated management officials at each step of the grievance procedure within the time specified consistent with Article 6 on Union Stewards.

Section 9 - Time Limits:

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. However, if a party fails to pursue any step within the time limit, then he/she shall have no further right to continue the grievance.

Section 10 - Outside Issues:

Matters not within the jurisdiction of the Department agency will not be processed as a grievance under this Article, unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

ARTICLE 20
UNION SECURITY

Section 1:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership.

Section 2 - Dues Checkoff:

The Employer agrees to deduct Union dues bi-weekly from the pay of employee members upon proper authorization. The employee must complete and sign Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer in writing by the appropriate official of ~~District Council 2047~~. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received, but in no case will changes be made retroactively. Union dues withholding authorization may be cancelled upon written notification to the Union and the Employer within the thirty (30) day period prior to the anniversary date of this Agreement. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section 3 of this Article.

Section 3 - Service Fees:

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the employees in the unit are members of the Union.

Section 4 - Cost of Processing:

The Employer shall deduct \$.05 per deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted. This amount represents the fair value of the cost to the Employer for performing the service of payroll deduction.

Section 5 - Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer shall be returned to the

Employer or conveyed by the Union to the employee(s), as appropriate.

Section 6:

Payment of dues shall not be a condition of employment.

ARTICLE 21
TRAINING AND CAREER LADDER

Section 1 - Basic Training:

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with basic training or orientation for the safe and effective performance of his/her job. Such training shall be provided at the Employer's expense and, if possible, during the employee's regular workday. If the employee is required to participate in training outside regular work hours, the employee will be compensated at the overtime or compensatory rate. Continued training shall be within budgetary constraints.

Section 2 - Continued Training Opportunities:

The Employer will encourage and assist employees in obtaining career related training and education outside the Department by collecting and posting current information available on training and educational opportunities. The Employer will inform employees of time or expense assistance the Employer may be able to provide.

Section 3 - Career Ladder:

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings. The Employer will take positive steps to identify those employees who deserve favorable consideration for promotion and this will be recorded on the employee's annual performance evaluation.

Section 4 - Experience Verification:

When an institution of higher learning provides credit for on-the-job experience, the Employer will, at the request of the employee, provide pertinent information to verify the employee's experience with the District.

Section 5 - Union-Sponsored Career Advancement Programs:

Management and the Union support the objective of meaningful career advancement for District government workers in the areas of promotion, transfers and filling of vacancies. In keeping with this objective, the Union will investigate and develop programs to enhance opportunities for career advancement, such as: career counseling services; placement of career planning resource materials on-site; correspondence course arrangements with area colleges, universities, vocational and technical schools; and workshops on resume writing and interview skills.

Programs that are developed will be presented and discussed during appropriate labor-management committee meetings for review and consideration.

ARTICLE 22
MATERNITY AND PATERNITY LEAVE

1. Appropriate maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor substantially in advance of the anticipated leave date. The length of absence is to be determined by the employee, her doctor, and supervisor on an individual basis. Maternity leave may be accumulated annual leave, sick leave, or leave without pay, and shall be requested and approved in accordance with existing regulations. Sick leave may be granted only for the period of incapacitation, however.

2. A male employee may request only annual leave or leave without pay for purposes of assisting in caring for his minor child and/or the mother of his new-born child while she is incapacitated for maternity reasons. Approval of leave for this reason shall be consistent with policies for granting leave in similar situations and such leave request shall be considered on its own merits.

ARTICLE 23
RETIREMENT**Section 1:**

The Employer will provide or arrange for counseling for interested employees who are of retirement age.

Section 2:

The counseling will include information on voluntary deductions, benefits, insurance, and assistance in preparing the necessary retirement papers.

ARTICLE 24
EMPLOYEE ASSISTANCE PROGRAM

Section 1:

The Employer will continue to counsel and make appropriate referrals to the D.C. Consultation and Counseling Service which includes counseling and referral services to employees to deal with a variety of needs and problems such as job performance, emotional, family, drug, alcohol, and marital problems.

Section 2:

The parties recognize that alcoholism is a treatable illness and that drug abuse is a treatable health problem, and recognize the values of continuing effective implementation of the District Government policy on alcoholism and drug abuse in accordance with District Personnel regulations.

Section 3:

The Employer recognizes the value of Union cooperation and support for the Employee Assistance Program and the need to maintain open lines of communication on the program with the Union. The Union agrees to support the program actively. Meetings between designated representatives of the Employer and the Union may be held at the request of either party as the need arises.

Section 4:

Employer-Union communications will be consistent with applicable confidentiality requirements of the program.

Section 5:

The Employer will continue to provide a Coordinator to serve as a point of contact for employees.

Section 6:

The employer and the Union will cooperate in increasing the awareness of employees, supervisors, and stewards of the services available through the Employee Assistance Program.

ARTICLE 25
REDUCTION IN FORCE

Section 1:

The Employer agrees to consult in advance with the Union prior to reaching decisions that might lead to reduction in force in the bargaining unit. The Employer further agrees to minimize the effect of such reduction in force on employees and to consult with the Union toward this end.

Section 2:

In the event of a reduction in force, Chapter 24 of the DPM shall be followed.

Section 3:

Where there has been a misapplication of the applicable RIF procedures, an employee may file a grievance either through the negotiated grievance procedure or OEA procedures. Once an appeal procedure has been selected, this shall be the sole procedure followed. Under no circumstances may an appeal be filed under both procedures.

ARTICLE 26
ACTING PAY

Employees detailed or assigned to perform the duties of a higher graded position for more than four (4) pay periods in any calendar year shall receive acting pay of the higher graded position. Details for periods of at least one (1) pay period shall count toward the accumulation of the four (4) pay period requirement. The applicable rate of pay will be determined by application of D. C. Government procedures concerning grade and step placement for temporary promotions, and will be effective the first pay period beginning after the qualifying period has passed. An employee on detail to a lower graded position shall maintain the pay for his/her original position. Advance notice will be given to the Union of any detail exceeding one (1) pay period.

This provision shall not apply to training programs.

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

ARTICLE 27
UNIFORMS

If and when uniforms are required by the Employer, they shall be furnished by the Employer.

ARTICLE 28
CONTRACTING OUT

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is of mutual concern to the Department and the Union. Decisions regarding contracting out are areas of discretion of the Department or a higher authority. However, the Department agrees to consult with the Union 60 days prior to final action, except in emergencies, regarding the impact of such contracting out on employees covered by this Agreement.

ARTICLE 29
SAVINGS CLAUSE

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof.

In that event, either party shall have the right to demand negotiations for a substitute provision.

ARTICLE 30
EFFECTIVE DATE, DURATION, AND AMENDMENT

Section 1:

This Agreement shall be in full force and effect from the date of approval through September 30, 1995.

Section 2:

This Agreement constitutes the sole and entire Agreement between the parties, who do mutually waive the right to negotiate on any further subject during the life of this Agreement, except by mutual consent.

Section 3:

It is understood that any amendments to this Agreement, as stipulated in Section 2, require the same approval as the Agreement. These amendments will terminate at the same time as the Agreement.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

FOR THE UNION

FROM : 1199NUHHCE'AFSCME

PHONE NO. : 202 737 5994

May. 05 1999 07:29AM P48

APPROVAL

This Collective Bargaining Agreement Between the District of Columbia Government and American Federation of State, County, and Municipal Employees, Local 2095, and American Federation of Government Employees, Local 383, dated _____, has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (Section 1-618.15(a); D.C. Code, 1981 Edition, Volume 2, 1987 Replacement) and is hereby approved this _____ day of _____, 1993.

Sharon Pratt Kelly
Mayor

ADDENDUM

The following provisions are for informational purposes only and were not negotiated.

A. Annual Leave: Employees shall earn annual leave from the date of hire if the appointment is for ninety (90) days or longer. Employees shall be eligible to take vacation (annual leave) as of the first day of employment if the appointment is for ninety (90) days or longer.

1. Annual leave may be accrued; however, no more than thirty (30) days annual leave may be carried forward into the next leave year unless any of the following conditions are met:

- a. To correct an administrative error..
- b. When annual leave was scheduled in advance but its use denied because of exigencies of public business.
- c. When the annual leave was scheduled in advance but its use was precluded because of illness or injury.

If, at the end of any leave year, an employee has annual leave in excess of the normal permissible annual leave carryover because of one or more of the above reasons, he shall not forfeit the excess. All restored annual leave must be taken within two (2) years from the date of restoration. It is understood that all decisions relating to this matter are within the authority of the Director, Department of Budget and Finance.

B. Funeral Leave. In the event of a death in the immediate family (parent, sister, brother, spouse, child, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) of any employee every effort will be made to grant annual leave.

C. Military Furlough. An employee who enlists or is ordered to active duty in the Armed Forces can claim restoration rights within ninety (90) days of release from active duty under honorable conditions.

The Department shall restore an eligible employee as soon as possible after he/she applies, but in any case he/she shall be restored within thirty (30) days after the Department receives his/her application.

D. Annual Leave - Accumulation. Annual leave will be earned as follows (based on full-time employment in a pay status):

- 1. Less than three years service - four hours each pay period;

2. More than three years service, but less than fifteen years of service - six hours each pay period; and

3. More than fifteen years service - eight hours each pay period.

E. Sick Leave.

1. Employees shall start to earn sick leave from their date of hire, at the rate of one-half day each bi-weekly pay period, and shall accumulate sick leave as long as they are in the service of the Employer.

2. Employees shall be credited for unused sick leave by having such leave for employees who terminate employment other than by retirement shall remain to his/her credit for three years.

F. Funeral Leave. Funeral leave not to exceed three (3) work days shall be granted to an employee in connection with the funeral of, or memorial services for his/her immediate relative who dies as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone, in accordance with Section 1203(n) of the Comprehensive Merit Personnel Act.

G. Holidays. The District of Columbia Government Comprehensive Merit Personnel Act and the District personnel regulations prescribe the procedures for legal public holidays for employees of the District government.

1. As stipulated in D.C. Code, Section 1-613.2(a) (1987 Repl.), the following days are legal public holidays for employees of the District government:

a. New Years Day, January 1;

b. Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January;

c. Washington's Birthday, the third Monday in February;

d. Memorial Day, the last Monday in May;

e. Independence Day, July 4;

f. Labor Day, the first Monday in September;

g. Columbus Day, the second Monday in October;

h. Veterans' Day, November 11;

i. Thanksgiving Day, the fourth Thursday in November; and

j. Christmas Day, December 25.

As stipulated in D.C. Code, Section 1-613(c), January 20 of each fourth year starting in 1981, Inauguration Day is a legal public holiday for the purpose of pay and leave for all employees scheduled to work on that day. When January 20 of any fourth year falls on a Sunday, the next succeeding day selected for the public observance of the inauguration of the President is a legal public holiday.

2. Subject to the applicable District personnel regulations, when a holiday falls on one of the employee's regularly scheduled workdays in his or her basic workweek, that workday is the employee's holiday. When a holiday falls on one of the employee's regular days off, the employee's holiday will be either the last preceding workday or the first succeeding workday to the regular day off, as prescribed in the District Personnel Manual.

3. It is the policy of the Employer to assign holiday work to employees only when such work is necessary for the protection of life or property, security, or health, is in the interest of the general public, is to meet an emergency in which the interest of the Government requires the completion of a particular job without delay, or is necessary in providing necessary power, heat and maintenance.

4. The Employer will not change work schedules for the sole purpose of providing an employee with holiday pay or denying an employee holiday pay he or she would have received but for the change in work schedules.

H. Probationary Employees. A probationary employee may appeal a termination in accordance with the District of Columbia Human Rights Act.

DISTRICT OF COLUMBIA INTEGRITY STANDARDS

In the exercise of these rights under Chapter 18 of the CMPA and District regulations, there shall be no coercion, harassment, or retaliatory action taken against employees acting in good faith.

MEMORANDUM OF UNDERSTANDING

The District of Columbia Government and the American Federation of State, County and Municipal Employees, Local 2095, agree to the following:

1. The parties agree that the certified Non-Licensed Medicine Givers shall be eligible to receive a certification allowance of \$500 for FY 1991; \$800 in FY 1992; and \$900 in FY 1993. Such allowance will be paid to those employees who are certified and who are required/directed to dispense medication. Payments to such employees will be made in the following way:

a. FY 1991: \$500 lump-sum payment no later than the first pay period that begins on or after January 1, 1992.

b. FY 1992: \$400 increments effective the first pay period that begins on or after January 1, 1992 and April 1, 1992.

c. FY 1993: \$450 increments effective the first pay period that begins on or after November 1, 1992 and April 1, 1993.

2. A joint request will be submitted to the D.C. Office of Personnel no later than May, 1993, to conduct a survey of the certified Non-Licensed Medicine Givers to determine whether a reclassification and an additional grade is warranted.

3. During the remainder of FY 1993, the parties further agree to pursue training opportunities for these classification consistent with objectives outlined in Section 2 above.

Agreed to this _____ day of _____, 1993 by the following authorized representatives of the parties.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

FOR THE UNION

MEMORANDUM OF UNDERSTANDING

CHILD CARE CENTERS

The parties agree to explore the establishment of child care facilities for the CMHS (SEH) Campus and satellite facilities. The Employer and the Union agree to furnish a jointly chaired committee of three (3) representatives from labor and three (3) representatives from Management.

The committee's purpose shall be to study and conduct necessary research relative to the expeditious achievement of this goal. The committee will study contracts with other agencies and issues, such as location, hours of operation, staffing and fees.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

FOR THE UNION